TERMS AND CONDITIONS

1. Introduction

- 1.1. These terms and conditions relate to advertising pertaining to Car Care Clinic's (CCC) R, Y, B loyalty programme campaign (the R, Y, B campaign) as more fully explained herein.
- 1.2. The R, Y, B campaign which includes all forms of advertising and is not limited to: posts on social media platforms, print media and any other form of advertising of any nature, as published by CCC.
- 1.3. The R, Y, B campaign commences from 1 May 2023 to 30 April 2026 or such longer period as CCC may determine at their sole discretion (the promotion period, or such other period as CCC determines.
- 1.4. In order to qualify for this campaign the customer must have purchased the first, second and third service (under either the R, Y or B option) during the promotion period.

1.5. Reference to:

- 1.5.1. R will mean Red;
- 1.5.2. Y will mean Yellow;
- 1.5.3. B will mean Blue;
- 1.5.4. A Customer is an individual or legal entity who has had their one specific vehicle serviced at their chosen CCC Service Centre under the Red option and/or their various specified vehicles serviced by their chosen CCC Service Centre under the Yellow option, which will include a family or friends vehicle serviced by CCC Service Centres under the Blue option;
- 1.5.5. CCC means Car Care Clinic head office;
- 1.5.6. CCC Service Centre means the clients Car Clinic Service Centre of choice, that lawfully operates under the CCC brand, and may (depending on the context of the words used) relate only to an applicable CCC Service Centre which has serviced the vehicle in accordance with this campaign;
- 1.5.7. Job Card means the document which the Customer signs when delivering the Vehicle to an applicable CCC Service Centre, which contains the description of the work to be done on the Vehicle and which also contains other terms and guarantees.

- 1.5.8. Service Book is the service book which the Customer has or is supplied by the applicable CCC Service Centre which contains the relevant details relating to the service of the Vehicle;
- 1.5.9. *Specified* means the details of a vehicle that has been specified as part of the R, Y, B campaign
- 1.5.10. Vehicle means one specified vehicle for the Red option, 3 (three) specified vehicles for the Yellow option and/or the specified vehicle/s of the Customer together with the specified vehicles of a family member or friend, totalling 3 (three) specified vehicles for the Blue option.

2. R, Y, B Campaign and the Options on Offer

- 2.1. The R, Y, B campaign consists of the following options:
 - 2.2.1 R = Red,
 - 2.2.2 Y = Yellow; and
 - 2.2.3 B = Blue.
- 2.2. The "R" option is the Red option referred to as The 'my cabby' and me package:
 - 2.2.1. This option is where the Customer who owns/chooses one Vehicle.
 - 2.2.2. Every Customer who has had 3 (three) consecutive services for their vehicle at their chosen CCC Service Centre, and who services that specific Vehicle for a 3rd time within the promotion period, will receive the lowest value of all 3 (three) services at the 3rd standard service as a discount;
 - 2.2.3. The process of this campaign is that the Customer:
 - 2.2.3.1. will elect an applicable CCC Service Centre with whom they wish to have their Vehicle serviced in terms of this campaign;
 - 2.2.3.2. will receive a CCC service stamp along with a code written by the specific branch manager of that applicable CCC Service Centre in their Service Book once the service has been done on the Vehicle;
 - 2.2.3.3. acknowledges that the Vehicle will be serviced at the applicable CCC Service Centre;

- 2.2.3.4. will sign the job card upon delivering the Vehicle to the applicable CCC Service Centre; and
- 2.2.3.5. the terms of this campaign will be applicable to the campaign.
- 2.2.4. Should the Customer no longer have the Vehicle within the time frame of the campaign, then this option will immediately terminate for that Customer.
- 2.2.5. The remaining terms and conditions set out hereunder (save for options 2 and 3), will be applicable to the R option.
- 2.3. The "Y" option is the Yellow option and is referred to as The "my fleet package:
 - 2.3.1. This option is where the Customer owns multiple vehicles (i.e., their fleet).
 - 2.3.2. The Customer who has had 3 (three) standard services for any 3 (three) Vehicles in their fleet, within 6 (six) months of the R, Y, B campaign commencing to operate will receive the value of the cheapest standard service as a discount at the 3rd standard service;
 - 2.3.3. To qualify for this "Y" option, the process is the same as the "R" package, save that the Service Book will refer to the 3 Vehicles as reflected in this Y option.
 - 2.3.4. The remaining terms and conditions set out hereunder (save for options 1 and 3), will be applicable to the "Y" option.
- 2.4. The "B" option if the Blue option and is referred to as The "friends and family" package:
 - 2.4.1. This option relates to the Customer's family and friends, whose names are to be recorded in the Customer's Service Book at the time of the first Vehicle being booked in for its service.
 - 2.4.2. The Customer who has 3 (three) standard services for 3 (three) specified vehicles belonging to a family and/or friend as specified in the Service Book, which Vehicles are under separate ownership, within 3 (three) months of the first standard service of the first Vehicle, will receive the value of the cheapest standard service value as a discount with the service of the 3rd Vehicle;
 - 2.4.3. To qualify for this "B" option, the process is the same as the "R" package, save that instead of 1 Vehicle there are 3 Vehicles as reflected in clause 2.4.2;

2.4.4. The remaining terms and conditions set out hereunder (save for options 1 and 3), will be applicable to the Blue option.

3. The Options will cover the following items:

3.1. The R, Y, B campaign will be applicable in respect of the following services:

3.1.1. Minor standard service includes:

- New oil filter
- New engine oil
- Reset of service light
- Resetting of fault codes
- Full diagnostic report
- Adjust handbrake & foot brake.
- Check and adjust V-Belts.
- Visual Check on Driveshafts, Steering, Fuel lines, Cooling System, Electrical charge, and charge rates Diagnostic scan.
- Car wash and vacuum & Full report on all defects found.
- Service book stamped with 5 star rated accreditation stamp.

3.1.2. <u>Major Petrol car service</u> includes:

- New spark plugs (excluding platinum plugs)
- New air filter
- New oil filter
- New plastic inline fuel filter REMOVE
- New engine oil
- Reset of service lights
- Resetting of fault codes
- Full diagnostic report
- Adjust handbrake & foot brake.
- Check and adjust V-Belts
- Visual Check on Driveshafts, Steering, Fuel lines, Cooling System, Electrical charge, and charge rates Diagnostic Check & 76 Point Safety Check
- Car wash and vacuum
- Full report on all defects found.
- Service book stamped with 5-star accreditation stamp.

3.1.3. Major Diesel car service includes:

- New air filter
- New oil filter
- New diesel filter
- New engine oil
- · Reset of service lights
- Resetting fault codes
- Full diagnostic report
- Adjust handbrake & foot brake.
- Check and adjust V-Belts.

- Visual Check on Driveshafts, Steering, Fuel lines, Cooling System, Electrical charge, and charge rates Diagnostic scan.
- Car wash and vacuum & Full report on all defects found.
- Service book stamped with 5-star accreditation stamp.
- 3.2. Any service or product sold by a CCC Service Centre in addition to any of the above will not fall within the R, Y, B campaign nor will the Customer be entitled to accrue any benefits relating to the R, Y, B campaign.

4. General

- 4.1. The R, Y, B campaign is for vehicles that are registered in South Africa.
- 4.2. The R, Y, B campaign is governed by the provisions of the Consumer Protection Act no 68 of 2008 and any other laws applicable at the time.
- 4.3. The service provided on a Vehicle by the applicable CCC Service Centre (whether minor or major) will be subject to other terms and guarantees as reflected on the job card which is to be signed by the Customer when delivering the Vehicle to the CCC Service Centre for the agreed service, as reflected in the various options above.
- 4.4. This R, Y, B campaign is not permitted to be used in conjunction with any other offer, promotion, discount offered by CCC.
- 4.5. Upon signing the job card the Customer authorizes the CCC Service Centre to carry out and complete all the necessary work to the Vehicle as contained on such job card and once the service is done it is stamped in the Service Book.
- 4.6. The Customer undertakes to pay all amounts due and payable to the applicable CCC Service Centre in consideration for the completion of the work as will be described on the job card for each service.
- 4.7. In the event of any dispute arising between a CCC Service Centre and the Customer in respect of the R, Y, B campaign, such dispute shall be referred to CCC on info@carcareclinic.co.za and failing resolution of the dispute within 30 (thirty) days, the dispute shall be resolved through mediation between the parties, the costs shall be shared equally for the mediation.
- 4.8. Should the parties fail to resolve the dispute at mediation then the parties consent to the jurisdiction of the Motor Industries Ombudsman of Southern Africa (*the MIO SA*), for purposes of resolving the dispute and agree to be bound by the directives of the MIO without any reservation or equivocation.
- 4.9. Nothing in clause 4.8 shall exclude a party's right to launch any urgent application in a court of law having jurisdiction for any appropriate order.

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4.10. CCC reserve their rights to amend this terms and conditions at any time, should it

be deemed necessary.